

BROWN GAVALAS & FROMM LLP  
Attorneys for Defendant  
KULBERG FINANCES INC.  
355 Lexington Avenue  
New York, New York 10017  
(212) 983-8500

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
SIBEL SHIPPING LTD.,

Plaintiff,

07 CV 11216 (LAK)

-v-

KULBERG FINANCES, INC., AGROSERVICE  
LTD., UKRAGROIMPEX LTD., and  
INTERBULK TRADE LLC,

**DECLARATION OF  
OLEG KHALADZHY**

Defendants.

-----X

I, OLEG KHALADZHY, pursuant to Section 1746 of Title 28 of the United States Code, hereby declare and say the following under penalty of perjury:

1. This Declaration is respectfully submitted in support of the defendant Kulberg Finances, Inc.'s ("Defendant" or "Kulberg") motion to reduce the maritime attachment obtained by plaintiff Sibel Shipping Ltd. ("Plaintiff"), and to request that Plaintiff furnish countersecurity for Kulberg's claim against the Plaintiff.

2. I am a citizen of Ukraine and a resident of the City of Donetsk, Ukraine. I have been granted Power of Attorney to represent Kulberg, including the power to defend the company in litigation and to commence litigation on its behalf. Annexed hereto as Exhibit "A" is a copy of the Power of Attorney duly executed by Shane Michael Smith, Director, on behalf of Kulberg, on January 29, 2008.

3. As Attorney-in-Fact for Kulberg, I am fully familiar with the proceedings before this Court and the facts of the underlying dispute between Plaintiff and Defendant. I base my statements based on my personal knowledge and involvement in the voyage and cargo at issue in this case, and on the basis of documents I have reviewed.

3. I have read the Complaint filed in this Honorable Court by the Plaintiff from which I understand that the Plaintiff is claiming losses from a charter agreement dated October 18, 2007, pursuant to which a cargo of sunflower seed extract was transported from Ukraine to Turkey. It is also my understanding that the Plaintiff has restrained property of Kulberg in order to secure any favorable award the Plaintiff may obtain against Kulberg in London arbitration.

4. Initially, I believe it is important to mention that, as far as Kulberg is aware, the Plaintiff has not taken any steps whatsoever to commence or pursue a claim against Kulberg in London arbitration. Nor has Kulberg received any notice of Plaintiff's intent to start an arbitration in London. If the Plaintiff will not be pursuing arbitration in London, then it is highly unfair to allow the Plaintiff to restrain Kulberg's property as security for a London arbitration that has not even commenced.

5. In addition, I would like to clarify that Kulberg fully disputes the statements made in the Complaint by the Plaintiff. These allegations are themselves extremely vague, and, at times, incorrect. For example, at paragraphs 8 and 9 of the Complaint, the Plaintiff refers to three (3) separate "maritime contracts" and seems unsure as to which Contract governs the Plaintiff's claim. Nevertheless, Kulberg disputes that it is in breach of any agreement with the Plaintiff and that Kulberg is indebted to Plaintiff in any manner. If and when the Plaintiff commences arbitration in London, Kulberg will contest the claim vigorously.

**KULBERG'S COUNTERCLAIM AND REQUEST FOR COUNTERSECURITY**

6. Further, Kulberg has asserted its own counterclaim against the Plaintiff arising out of the same agreement of the M/V MY SHIP as concerns the Plaintiff's complaint. This claim has been set out as a counterclaim in the Answer filed on behalf of Kulberg in the current proceedings before this Honorable Court. Since I believe Kulberg's claim meets all of the criteria of this Honorable Court for countersecurity, Kulberg also respectfully requests that the Plaintiff be required to provide security to Kulberg for Kulberg's counterclaim against the Plaintiff. It is my understanding that the Kulberg's Answer and Counterclaim has been exhibited in the affidavit of Kulberg's counsel, Peter Skoufalos, supporting the present application.

7. The substance of Kulberg's claim against Plaintiff is that Plaintiff breached the charter agreement by failing to investigate cargo quantity discrepancies at the time of loading in Ukraine, and that this breach by Plaintiff exposed Kulberg to a claim from local cargo receivers in Turkey. A copy of the Fixture Note evidencing the parties' agreement is annexed hereto as Exhibit "B".

8. Specifically, while the cargo was being loaded on to the M/V MY SHIP, Kulberg's representatives in Ukraine noticed discrepancies between the draft survey, performed on Defendant's behalf, and shore-side measurements of the cargo. Kulberg and Plaintiff agreed that the cargo quantity was "to be determined by draft survey for [Kulberg's] time and account." A copy of the draft survey performed on Kulberg's behalf is attached hereto as Exhibit "C". A draft survey is a method of measuring cargo quantity after the cargo is loaded aboard the vessel, and is based on measuring the draft of the vessel in a pre- and post-loaded condition.

9. Kulberg protested the discrepancies relating to cargo quantity and feared that these discrepancies would be exploited by the cargo interest at the port of discharge in Turkey.

For this reason, Kulberg demanded that Plaintiff ascertain the cause of the discrepancies prior to the vessel's departure from the port of loading. However, Plaintiff refused and failed to conduct a further draft survey or to otherwise investigate the cause of the discrepancy in cargo measurements.

10. Upon discharge in Bandirma, the cargo receiver did, in fact, claim a shortage of cargo and commenced proceedings against Kulberg in Turkey. Additionally, the cargo receiver arrested the vessel as security for its claims. Kulberg had no involvement in the proceedings commenced by the receivers against the vessel.

11. Because of the Plaintiff's failure to investigate the discrepancy at Ukraine, Kulberg was unable to rebut or otherwise assert an adequate defense to the cargo receiver's claims. As a consequence, Kulberg was required to settle the cargo receiver's claim for \$24,000.00. Attached hereto as Exhibit "D" to my Declaration is the settlement agreement between Kulberg and the cargo receivers, Messrs. Onallar Yem Sanayii ve Ticaret Ltd., Stl.

12. Kulberg's counterclaim against the Plaintiff is to recover the \$24,000.00 paid to the cargo receivers, together with interest (\$4,584.38) and legal costs (\$40,000) in the same manner as claimed by the Plaintiff. Therefore, Kulberg's claim for which it seeks countersecurity from the Plaintiff totals \$68,584.38 (\$24,000.00 + \$4,583.38 + \$40,000.00) Please see paragraphs 7 and 11 of Kulberg's Answer and Counterclaim.

**PLAINTIFF'S REMAINING CLAIMS AND REQUEST FOR SECURITY**

13. The Plaintiff originally seized \$142,500.00 in funds belonging to Kulberg at the Bank of New York on or about December 20, 2007.

14. On or about March 16, 2008, Plaintiff voluntarily released \$47,500.00 from attachment, because Plaintiff had no basis to hold funds related to the Turkish cargo claim

insofar as this claim had been paid by Kulberg. However, Plaintiff is still holding \$95,000 of Kulberg's property. Plaintiff has refused to release this balance or to provide any proof or evidence for the amounts the Plaintiff is continuing to hold. If the Plaintiff cannot justify the basis or amount of the funds attached, then Kulberg respectfully requests that this Honorable Court either order the Plaintiff to release the remaining funds or order a reduction in the amount of the security being held by the Plaintiff.

15. It is my understanding that the main portion of the Plaintiff's claim is for the loss of use of the vessel while it was under arrest by the Turkish cargo receivers. Secondly, Plaintiff alleges that it was required to obtain a bank letter of guarantee in favor of the Turkish cargo interests and that it incurred costs in the amount of \$842.50 to obtain such a letter of guarantee. Third, the Plaintiff claims that it incurred legal fees in Turkey in the amount of \$2,645.00 in relation to the cargo receiver's claims. Finally, the Plaintiff claims that it may, at some future time, be required to pay a customs fine in the amount of \$10,000.00 in connection with the cargo quantity discrepancy.

16. With respect to Plaintiff's claim for the alleged loss of the use of the vessel, annexed hereto as Exhibit "E" is a copy of the Statement of Facts ("SOF") issued at Bandirma, the discharge port, and signed by the vessel's master. The SOF indicates that the vessel continued cargo operations in the normal course and that the vessel's operations were never disrupted. This SOF makes no mention of a stoppage of discharge (other than due to weather or the unavailability of work gangs). In fact, the SOF expressly notes that work and discharge was completed on November 11, 2007, even though the Plaintiff claims that it had lost the use of the vessel during this same period.

16. Therefore, there is currently no evidence before this Honorable Court that the Plaintiff was deprived of the use of the vessel for any period of time at the discharge port.

17. Plaintiff claims losses in the amount of \$842.50, representing the cost of acquiring a letter of guarantee to post in exchange for the release of the vessel. However, the Plaintiff has not produced any evidence whatsoever that this cost was, in fact, incurred.

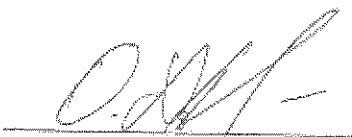
18. The Plaintiff also claims that it is entitled to \$2,645.00 for legal fees incurred in Turkey in order to obtain release of the vessel. However, the Plaintiff has not produced any evidence whatsoever that these Turkish legal fees were, in fact, incurred.

19. Finally, the Plaintiff is claiming losses in the amount of \$10,000.00, which the Plaintiff claims is the amount of a customs fine it expects Turkish authorities to impose on the Plaintiff. First, I would like to emphasize that the Plaintiff does not claim to have paid such a customs fine. The nature of the Plaintiff's claim is only that it may have to pay this claim at some unknown time in the future. It seems highly unfair to allow the Plaintiff to seize Kulberg's property as security for a claim that the Plaintiff cannot even make at this time. In addition, the Plaintiff has offered no evidence whatsoever that such a fine has been or will be imposed by Turkish government officials on the Plaintiff.

20. If the Plaintiff's main claims cannot stand, I respectfully submit that there is no justifiable basis to continue holding Kulberg's funds.

I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: Donetsk, Ukraine  
May 29, 2008

  
OLEG KHALADZHY

# **EXHIBIT**

## **“A”**

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that KULBERG FINANCES INC., a Corporation in good standing, incorporated in the State of Delaware on the 19<sup>th</sup> day of June 1998; with registered number 2911125, constitutes and appoints:

Mr. Oleg Khaladzhny; date of birth: November 20, 1967; passport number: AE545886

its

## TRUE AND LAWFUL ATTORNEY-IN-FACT

to act singly for it and its name, place and stead and to its use until the 31<sup>st</sup> of March 2009 and to do the following:

1. to open, use and dispose bank accounts, to deposit in any bank it may have an account, any moneys, checks draft or other subjects of deposit and to withdraw the same by check, draft or other means;
2. to sell or buy at public private sale and to lease or release any real estate or tangible personal property owned by it, for any term of years, for such price and on such terms as its said attorney-in-fact shall deem proper and advisable and for it and its name, to make, execute, join in the execution or making to acknowledge and deliver good and sufficient leases, bills of sale, assignments, deeds and conveyances for the same and to receive the consideration money from any and all such sales and to remit the same to this corporation, for it shall be required to inquire into the disposition of any funds received by him on its behalf;
3. to purchase real and tangible property from any individual, corporation or other legal entity on such terms and conditions as he may deem desirable and in the payment thereof to pay for the same;
4. to collect for it any and all moneys or accounts receivable due it and to give full acquittance upon the receipt of any such payments;
5. to pay any and all debts, accounts payable, notes, mortgages, or other obligations owned by it from time to time out of funds in its name;
6. it is hereby declared this corporation's intention to give its said attorney-in-fact the broadest possible powers for the purpose, herein expressed and it does hereby confer upon its said attorney-in-fact the full power to do everything and anything whatsoever requisite and necessary to be done in the premises as fully as it could if personally present, with full power to act in its name, and it hereby ratifies and confirms any and all acts that its said attorney-in-fact will lawfully do or cause to be done by virtue hereof;
7. to have a right to employ lawyers, advocates for protection interest of the company and give them power to plead any cases on behalf of the company;
8. to represent the company in all private enterprises and government institutions, including customs authorities;
9. to open subsidiaries and representative offices and branches in other countries and jurisdictions and to sign all the necessary documents on behalf of the company;
10. to represent the company in all institutions of other countries and jurisdictions;
11. by the present power of attorney the attorney in fact is granted the right to make transaction specified herein on behalf of the Company also with him/herself.

IN WITNESS WHEREOF: KULBERG FINANCES INC. has caused this instrument to be executed by its duly elected and authorized person, Michael Smith (date of birth: September 10, 1972) to be affixed this 29<sup>th</sup> day of January 2009.

Mr. Shane Michael Smith  
Director  
KULBERG FINANCES INC.

Signed and sealed this 29<sup>th</sup> day in my presence  
by Shane Michael Smith

Who I have personally known to me in testimony  
whereof I have here to set my hand and official  
seal this 29 day of January 2009.

DINA CHARITOU  
Certifying Officer Kiteosia - Cyprus



This is to certify that signature appearing above/overleaf is the signature of Mrs DINA OHARITOU a Certifying Officer of Nicosia, appointed by the Council of Ministers of the Republic of Cyprus under the Certifying Officers Law Cap 39 to certify signature and seals, and that the seal opposite the said signature is that of the Certifying officer of Nicosia

Nicosia - Cyprus  
Date 04 FEB 2008

(Sg) K. SPYROU



APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country CYPRUS.	
2. has been signed by (Sg) K. SPYROU	
3. acting in the capacity of District Officer	
4. bears the seal/stamp of the District Officer	
5. at Nicosia.	6. the
7. by A. DEMETRIADOU	
8. No. 34174/08	
9. Seal/stamp	10. Signature:
Permanent Secretary Ministry of Justice and Public Order	



# **EXHIBIT**

## **“B”**

## FIXING NOTE

Mv Myship  
Flag Slovak  
Dwat 3120 mts on 5.745 mt draft  
1983 built, sid  
grt / nrt 1998 / 1075  
1/1 ho/ha  
gr / bl 144006.9 FT3/ 138246.6 FT3  
l/b/d 77 /13 / 6.5 m  
ho dims : 45.56 x 11.29 x 8.07 m  
ha dims: 44.20 x 1018 x 2.58 m  
gearless  
All abt wog

FOR:

- SUB STEM/SHPRS/RECEIVERS APPROVAL - ALL IN ORDER, VESSEL FIXED CLEAN AND FULLY
- ACCT: KULBERG FINANCES INC., 15 EAST NORTH STREET IN THE CITY OF DOVER, COUNTY OF KENT, DE 19901, USA. DIRECTOR MR. SHANE MICHAEL SMITH
- UP TO FCC VSL'S CAP IN CHOPT OF SFS MEAL STW ABT 62'
- NO APPENDIX B REQUIRED
- LOADING: MARIUPOL
- DISCHARGING: BANDIRMA
- 1 GSPB AAAA BENDS
- L/C: 23-26 OCT 2007
- L/D 5 TTL DS OF 24 CONSEC HOURS SSHEX EIU BE FRIDAY OR DAY PRECEEDING HOLIDAY 1700/MONDAY OR FIRST WORKING DAY AFTER HOLIDAY 0800
- UPON LOADING VSL'S HOLDS MUST BE DRY, CLEAN, FREE FROM INSECTS
- BEFORE LOADING HOLDS MUST BE ACCEPTED BY STATE GRAIN INSPECTION. IN CASE OF BAD RESULT THEN TIME/EXP FOR DRYING/CLEANING TO BE FOR OWS ACCNT, NOT TO COUNT AS LAYTIME
- CARGO QUANTITY TO BE DETERMINED BY DRAFT SURVEY FOR CHRTR'S TIME/ACCOUNT. TIME FOR DRAFT SURVEY TO COUNT AS LTIME. TIME FOR WAITING DRAFT SURVEY TO COUNT AS LAYTIME. TIME FOR PUMPING OUT BALLAST, NESSESARY FOR DRAFT SURVEY NOT TO COUNT
- OWNERS ARE NOT RESPONSIBLE FOR CARGO QTTY
- FRT USD 70 000 L'SUM BSS 1/1, FIO SPOUT/GRAB TRIMMED BSS DISCH AT BANDIRMA
- FRT PAYABLE: 100 PCT LESS COMMISSIONS ONLY W/I 2 BDAYS AFTER S/RELEASING BS/L MARKED 'FRT PAYABLE AS PER C/P' TO OWNERS' OR MANAGERS NOMINATED BANK ACCT IN USD CURRENCY
- SHOULD CHRTRS REQUIRE 'FREIGHT PREPAID' BS/L SAME TO REMAIN AT AGENT CUSTODY TILL OWNERS RECEIVE FULL FRT ON THEIR ACCOUNT
- SHIFTING TO SECOND LOAD/DISCH BERTH/BARGE IF ANY, TO BE FOR CHRTRS ACCOUNT AND TIME BE
- FREIGHT DEEMED EARNED ON SIGNING B/L DISCOUNTLESS AND NONRETURNABLE SHIP AND/OR CARGO LOST OR NOT LOST
- NOR CONSIDERED TO BE VALID IF GIVEN DURING LAYCAN, LOCAL WORKINGDAYS/OFFICE HOURS, W/W/W/W EVEN BY VHF/RADIO/TLX/PHONE/CABLE/FAX
- LAYTIME TO COUNT 08:00 AM / 14:00 PM BE
- DEMM USD 3000 PDPR/FD BENDS
- ONCE ON DEMURRAGE, ALWAYS ON DEMURRAGE
- MASTER HAS THE RIGHT TO REJECT ANY UNSOUND/DAMAGED CARGO, CHARTERERS TO BE RESPONSIBLE FOR REPLACEMENT OF CARGO FOUND UNSOUND AND ALL TIME USED FOR IT TO COUNT AS LAYTIME
- SHORE/FLOATING CRANES FOR BOTH LOAD AND DISCH OPERATIONS TO BE FOR SHIPPERS/RCVRS/CHRTS TIME/ACCOUNT BENDS
- CGO ANALYSIS, IF ANY, TO BE FOR CHRTRS ACCOUNT AND ALL WAITING TIME TO COUNT AS LAYTIME BE
- CHABE,

LOADPORT: CHRTRS AGENT  
KONCAR SHIPPING AGENCY-MARIUPOL'  
PERSON IN CHARGE - MR.SERGEY PODDUDA  
TEL/FAX: +38 0629 41-71-34  
MOB. : +38 067 621-37-88  
MOB. : +38 095 5262018  
E-mail: koncars@gmail.com

DISCHPORT - TBN SUB D/A PROF  
-FUMIGATION, IF ANY, FOR CHRTRS ACCT INCL TIME LOST  
-TAXES/DUES ON CARGO/FRT TO BE FOR CHARTERERS ACCOUNT  
-TAXES/DUES ON VESSEL/FLAG/CREW TO BE FOR OWNERS' ACCOUNT  
-EXINS DUE TO VSL'S AGE, IF ANY, TO BE FOR CHRS ACCOUNT  
-GA/ARBITRATION IN LONDON, ENGLISH LAW TO APPLY  
-O'W AS PER CLEAN GCN 94 WITH LOGICALLY AMENDMENTS AS PER MAIN TERMS AGREED  
-COMM 3.75 PCT  
END

# **EXHIBIT**

## **“C”**

## DRAFT SURVEY REPORT

MRP. ITD. № 10.07-18

ON BEHALF OF MESSRS. KULBERG FINANCES INC.

THIS IS TO CERTIFY that we have attended on board the named vessel, prior to  
and on completion of loading, a bulk of SUNCAKES. In order to  
ascertain the actual weight of cargo loaded into the holds № 1.

m/v MY SHIP. Berthed in port MARIUPOL.  
Flag SLOVAK REPUBLIC. GRT 1998. NRT 1075.  
Loading commenced on the 26.10.2007 at 2:00 LT  
Loading completed on the 29.10.2007 at 16:40 LT

INITIAL

FINAL

## WATER SURFACE CONDITION

Swell up to  
0,3 mSwell up to  
0,3 m

## DRAFT

1. Mean forward corrected to F.P.	0,9841	M	4,9500
2. Mean aft corrected to A.P.	3,5234	M	5,7485
3. Mean midship corrected to M.P.	2,1932	M	5,3279
4. FOR. and AFT. Mean ((1)+(2))/2	2,2538	M	5,3493
5. Mean of Means ((3)+(4))/2	2,2235	M	5,3386
6. Corrected for deformation ((3)+(5))/2	2,2084	M	5,3333

## DISPLACEMENT

8. From tables for means draft corrected (6)	1449,270	MT	3808,739
9. Trim correction ( 1st + 2nd )	20,912	MT	18,098
10. List correction	0,000	MT	0,000
11. Corrected displacement ( 8 + 9 + 10 )	1470,182	MT	3826,837
Mean density of water	1,0040	t/m3	1,0040
12. Correction for density	-30,121	MT	-78,403
13. Displacement corrected for density ( 11 ± 12 )	1440,061	MT	3748,434

## KNOWN WEIGHT

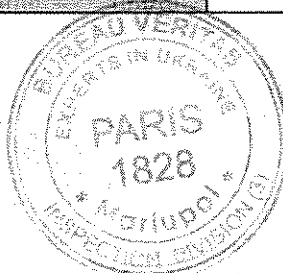
Ballast	263,820	MT	263,820
Fresh water	28,000	MT	20,522
Fuel oil	0,000	MT	0,000
Diesel oil	43,000	MT	42,400
Lub-oil	3,737	MT	3,737
Other	0,000	MT	0,000
TOTAL	338,557	MT	330,479
15. UNKNOWN FACTOR ( Stores miscellaneous)	65,904	MT	65,904
16. LIGHT DISPLACEMENT	1035,600	MT	1035,600
17. PREVIOUSLY MANIFESTED CARGO		MT	
CARGO LOADED		MT	2316,451

Name and signature of Surveyor

Name and signature of Captain

/ Artem Nykonets

DERYA YILMAZ



# **EXHIBIT**

## **“D”**

SETTLEMENT AGREEMENT

RE. CONTRACT NR. 358.071026

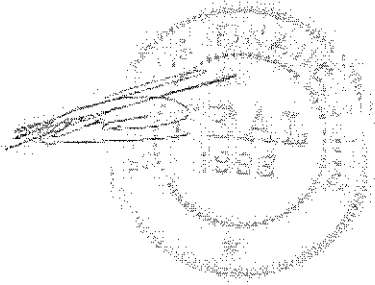
SELLERS: KULBERG FINANCES, INC

BUYERS: INTERBULK LLC

RECEIVERS: ONALLAR YEM SAN.

PARTIES AGREE AS FOLLOWS:

1. SELLER TO COMPENSATE DIRECTLY TO RECEIVERS USD 24,000 PAYABLE IMMEDIATELY AGAINST PRESENTATION OF RECEIVER'S DEBIT NOTE FAX COPY.
2. RECEIVERS WITHDRAW THEIR CLAIM IN COURT AGAINST "STIBEL SHIPPING" AND M/V "MY SHIP" AFTER RECEIPT OF FUNDS FROM SELLERS.
3. PARTIES HAVE NO FURTHER CLAIMS TO EACH OTHER REGARDING CONTRACT 358.071026 AFTER EXECUTION OF POINTS NR. 1 AND NR. 2



SELLERS

\_\_\_\_\_  
BUYERS

\_\_\_\_\_  
RECEIVERS

SETTLEMENT AGREEMENT

RE. CONTRACT NR. 358.071026

SELLERS: KULBERG FINANCES, INC

BUYERS: INTERBULK LLC

RECEIVERS: ONALLAR YEM SAN.

PARTIES AGREE AS FOLLOWS:

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3. PARTIES HAVE NO FURTHER CLAIMS TO EACH OTHER REGARDING CONTRACT 358.071026 AFTER EXECUTION OF POINTS NR. 1 AND NR. 2



SELLERS

\_\_\_\_\_  
BUYERS



RECEIVERS

# **EXHIBIT**

## **“E”**

Istiklal Cad. No:8/4

10200 Bandirma / TURKEY

Phone (+90 266) 7156006 (4 Lines)

Fax (+90 266) 7151927

Telex (0 607) 58075 srpn tr or 58076 srpn tr

E-Mail [serpen@suponline.com](mailto:serpen@suponline.com)Web [www.serpenSHIP.com](http://www.serpenSHIP.com)THE BALTIC & INTERNATIONAL MARITIME CONFERENCE  
(BIMCO)  
AND FEDERATION OF NATIONAL ASSOCIATIONS  
OF SHIP BROKERS AND AGENTS (FONASBA)

2.Vessel's Name

M/V " MY SHIP "

3.Port

BANDIRMA PORT / TURKEY

## DETAILS OF DAILY WORKING \*

Page No. 02

Date	Day	Hours Worked		Hours Stopped		Operations Performed As Follows ;
		From	To	From	To	
07.11.2007	WEDNESDAY	16 30	24 00			WORKED BY 1 SHORE CRANE(GRAB)
08.11.2007	THURSDAY			00 00	08 30	NO WORK DUE TO GANGS ARE NOT AVAILABLE
08.11.2007	THURSDAY	08 30	15 30			WORKED BY 1 SHORE CRANE(GRAB)
08.11.2007	THURSDAY			15 30	20 30	NO WORK DUE TO RAIN
08.11.2007	THURSDAY	20 30	24 00			WORKED BY 1 SHORE CRANE(GRAB)
09.11.2007	FRIDAY			00 00	05 30	NO WORK DUE TO GANGS ARE NOT AVAILABLE
09.11.2007	FRIDAY			05 30	08 30	NO WORK DUE TO RAIN
09.11.2007	FRIDAY	08 30	23 30			WORKED BY 1 SHORE CRANE(GRAB)
09.11.2007	FRIDAY			23 30	24 00	NO WORK
10.11.2007	SATURDAY			00 00	08 00	NO WORK DUE TO GANGS ARE NOT AVAILABLE
10.11.2007	SATURDAY			08 00	24 00	NO WORK DUE TO RAIN/STRONG WIND BAD WEATHER COND.
11.11.2007	SUNDAY			00 00	24 00	NO WORK DUE TO WEEKEND HOLIDAY
12.11.2007	MONDAY			00 00	08 30	NO WORK DUE TO GANGS ARE NOT AVAILABLE
12.11.2007	MONDAY			08 30	13 30	NO WORK
12.11.2007	MONDAY	13 30	14 15			WORKED AND DISCHARGE COMPLETED

## MASTER'S REMARKS :

ALL CARGO HAVE BEEN DISCHARGED AS PER B/L & CARGO MANIFEST .ALL SHIP'S HOLDS WERE EMPTY  
BEFORE SAILING .NO ANY DAMAGE OCCURED TO SHIP BY STEVEDORES DURING DISCHARGE

09.11.2007. FRIDAY 2330-2400 NO WORK  
10.11.2007 SATURDAY 0800-0800 NO WORK  
All cargo have been discharged as per draught survey  
All ship's holds was empty before sailing

## GENERAL REMARKS :

ALL CARGO HAVE BEEN DISCHARGED BY SHORE CRANES  
AND ALL DISCHARGED CARGO HAVE BEEN WEIGHTED BY BANDIRMA CUSTOM AUTHORI-  
TIES OFFICIAL WEIGHT BRIDGE AND ACCORDING TO THE WEIGHT BRIDGE DISCHARGE  
QUANTITY OF CARGOES ;

1&amp;2 ONALLAR YEM SAN

B/L Q. 2415,700 MTS SFSM TOT.DISCH.Q. 2318.50 KGS

Date &amp; Place

12.11.2007

BANDIRMA PORT / TURKEY

Name &amp; Signature Of Master

Capt. DERYA YILMAZ

Name &amp; Signature (For The Charterer's/Shipper's/Receiver's) On Behalf Of

ONALLAR YEM ZAHİRECİLİK GIDA İNŞ.MALZ. TUK.MALLÇ  
NAK.OTOM.TRANTOR.INS.PETR.URUNLERI SOGUK HAVA  
TESIS SAN.VE TIC.LTD.STI. MUSTAFAKEMALPASA BURSA

Istiklal Cad. No:8/4  
10200 Bandirma / TURKEY  
Phone (+90 266) 7156006 (4 Lines)  
Fax (+90 266) 7151927  
Telex (0 607) 58075 srpn tr or 58076 spen tr  
E-Mail serpen@superonline.com  
Web www.serpenship.com

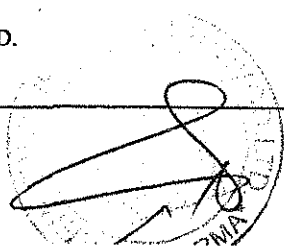
STANDARD STATEMENT OF FACTS  
RECOMMENDED BY  
THE BALTIC & INTERNATIONAL MARITIME CONFERENCE  
(BIMCO)  
AND FEDERATION OF NATIONAL ASSOCIATIONS  
OF SHIP BROKERS AND AGENTS (FONASBA)

2.Vessel's Name <b>M/V " MY SHIP "</b>		3.Port <b>BANDIRMA PORT / TURKEY</b>	
4. Owner's/Disp. Owner's <b>UNICOR INT. SHIPPING CO</b>		5.Vessel Berthed <b>05.11.2007 at 18:10 Hrs.Lt</b>	
		6.Loading Commenced	7.Loading Completed
8.Cargo <b>UKRAINIAN SUNFLOWER SEEDS EXTRACTION MEAL IN BULK</b>		9.Discharging Commenced <b>07.11.2007 at 13:30 Hrs.Lt.</b>	10.Discharging Completed <b>12.11.2007 at 1615 Hrs.Lt.</b>
		11.Cargo Documents On Board <b>12.11.2007 at 1615 Hrs.Lt.</b>	12.Vessel Sailed <b>12.11.2007 at Hrs.Lt.</b>
13. Charter Party *			
15. Bill Of Lading Weight/Quantity <b>2.415.700.-KGS</b>	16. Outturn Weight/Quantity <b>2318.350Kg</b>	14. Working/Meal Hours Of The Port * 0330-0430/1200-1300/2000-2030 Meal Break 0000-0030/0800-0830/1600-6030 Shift Change Time	
17. Vessel Arrived On Road <b>02.11.2007 at 04:30 Hrs.Lt.</b>		18.	
19. Notice Of Readiness Tendered <b>02.11.2007 at 04:30 Hrs.Lt.</b>		20.Notice Of Readiness Accepted <b>02.11.2007 AS PER C/P</b>	
21.Next Tide Available		22.	
23. Pilot On Board On Arrival <b>05.11.2007 at 17:40 Hrs.Lt.</b>		24.Free Pratique Granted	

DETAILS OF DAILY WORKING \*

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Date	Day	Hours Worked		Hours Stopped		Operations Performed As Follows ;
		From	To	From	To	
02.11.2007	FRIDAY			04 30	24 00	VESEL ARRIVED TO BANDIRMA,DROPPED ANCHOR WAITING ON ANCH. WAITING ON ANCHOR (RAIN BETWEEN 11:20-18:30 HRS.LT.)
03.11.2007	SATURDAY			00 00	24 00	VESEL CLEARED BY SANT.,CUST.& IMMIGRATION CONTS.@0900HRS.LT.
04.11.2007	SUNDAY			00 00	24 00	WAITING ON ANCHOR DUE TO JETTY OCCUPIED
05.11.2007	MONDAY			00 00	17 40	WAITING ON ANCHOR DUE TO JETTY OCCUPIED
05.11.2007	MONDAY			17 40	18 10	P.O.B. BERTHING OPERATIONS BERTHED ALL FAST TO JETTY NO 04 P.OFF
05.11.2007	MONDAY			18 10	24 00	NO WORK DUE TO RAIN RAIN & STRONG WIND
06.11.2007	TUESDAY			00 00	24 00	NO WORK DUE TO RAIN RAIN & STRONG WIND /BAD WEATHER COND.T.
07.11.2007	WEDNESDAY			00 00	13 30	NO WORK DUE TO STRONG WIND/BAD WEATHER CONDITIONS
07.11.2007	WEDNESDAY	13 30	13 45			DISCHARGE COMMENCED & WORKED
07.11.2007	WEDNESDAY			13 45	16 30	NO WORK DUE TO RAIN
Date & Place <b>12.11.2007 BANDIRMA PORT / TURKEY</b>						Name & Signature Of Master <b>Capt. DERYA YILMAZ</b>
Name & Signature ( Agents) <b>SERPEN SHIP AGENCY CO.LTD. 10200 BANDIRMA / TURKEY</b>						Name & Signature (For The Charterer's/Shipper's/Receiver's) On Behalf Of <b>ÖNALLAR YEM ZAHİRECİLİK GIDA İNŞ.MALZ. TÜK.MALLÇ NAK.OTOM.TRANTOR.INS.PETR.URUNLERI SOGUK HAVA TESIS SAN.VE TIC.LTD.STI. MUSTAFAKEMALPASA BURSA</b>



SERPEN  
SHIP AGENCY CO.LTD.

İstiklal Cad. No:8/4  
10200 Bandırma / TURKIYE  
Phone 0090 266 7156006 (4 Lines) or 7181053 or 7182243  
Fax 0090 266 7151927 or 7184667  
Telex 0607 58075 srpn tr or 58076 spen tr  
E-Mail [serpen@superonline.com](mailto:serpen@superonline.com)  
Web [www.serpenship.com](http://www.serpenship.com)

Bandırma / TURKEY 02th NOVEMBER 2007

NOTICE OF READINESS

MESSRS; ÖNALLAR YEM,ZAHİRECLİK GIDA,İNŞ.MLZ.DAY.  
TÜK.MALLNAKLİYE OTOMOTİV TRAKTÖR İNŞAAT  
PETROL ÜRÜNLERİ SOĞUK HAVA TESİS.SAN.VE TİC.LTD.ŞTİ.  
İZMİR YOLU GÜLLÜCE MEVKİİ 16507 MUSTAFAKEMALPAŞA  
BURSA TÜRKİYE

Dear Sirs ,

Please be advised by this Notice Of Readiness that on the  
02nd NOVEMBER 2007 at 04:30 Hours (Local Time) M/V " MYSHIP "  
arrived to BANDIRMA/TURKEY and vessel is in all respects ready to commence to  
DISCHARGE the cargo of ; UKRAINIAN SUNFLOWER SEED  
EXTRACTION MEAL IN BULK 2415,700 METRIC TONS  
according to the terms , conditions and exceptions of relative Charter Party.

ON MY SHIP  
Port Of Register: Bratislava  
Register No: 861

Yours Faithfully



Notice Of Readiness tendered at 04:30 Hours(Local Time) on 02nd NOVEMBER 2007

Notice Of Readiness received at 08:30 Hours(Local Time) on 02nd NOVEMBER 2007

Notice Of Readiness accepted at Hours(Local Time) on 02nd NOVEMBER 2007

Accepted As Per Governing Charter Party

ÖNALLAR YEM  
Zahirecilik Gıda İnş. Mlz. Day. Tık. Mhll.  
Nakliye Otomotiv Traktör Ziraat An. Ambarları  
Petrol Ür. Soğuk Hava Tes. San. ve Tic. Ltd. Şti.  
Mevkii M. Kemalpaşa - BURSA